

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

APRIL WHITE AND BRUCE BOGACH,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

PUBLIX SUPER MARKETS, INC.,

Defendants.

Case No.: 3:14cv1189

Judge Crenshaw
Magistrate Judge Brown

ORDER GRANTING APPROVAL OF FLSA SETTLEMENT

WHEREAS:

A. On January 31, 2018, Plaintiffs April White and Bruce Bogach (collectively, “Plaintiffs”) and Defendant Publix Super Markets, Inc. (“Defendant”), by their respective counsel of record, jointly moved this Court for approval of the Parties’ Settlement Agreement (“Agreement”); and

B. This Court has duly considered the representations of counsel and all of the submissions presented with respect to the Agreement addressing the Plaintiffs’ claims and the collective claims asserted in this matter under the Fair Labor Standards Act (“FLSA”).

NOW THEREFORE, after due deliberation, this Court hereby ORDERS that:

1. The Agreement is fair, reasonable and adequate; is in the best interests of Plaintiffs; and is hereby approved and incorporated into this Order, in light of the benefits to Plaintiffs accruing from the settlement of this Litigation, the substantial investigation and litigation completed prior to the proposed Agreement, and the complexity, expense, risks and probable protracted duration of further litigation.

2. The Court approves the Settlement Agreement, including payment of the Gross Settlement Amount of \$225,000 by Publix through a Qualified Settlement Fund, to be allocated as set forth in the Agreement.

3. Plaintiffs who do not timely withdraw from the settlement shall be permanently barred from commencing, prosecuting, or otherwise maintaining in any court or forum any action against the Released Parties asserting any and all claims released by them under the Agreement.

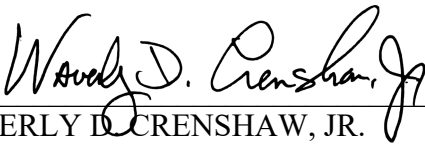
4. Plaintiffs' Counsel's application for an award of attorneys' fees and reimbursement of costs as set forth in the Agreement is hereby approved. Accordingly, Defendant will pay Plaintiffs' Counsel's fees of \$350,000 and costs of \$100,000, as provided in the Settlement Agreement.

5. The Court dismisses without prejudice the 37 individuals identified on Schedule A of the Settlement Agreement. Plaintiffs will further file with the Court withdrawals of any Plaintiffs who timely withdraw from this Litigation by both submitting a withdrawal form to the Settlement Administrator and not executing, cashing, or otherwise negotiating their settlement check.

6. The parties shall, after the conclusion of the 120-day period to either accept the settlement payment or withdraw from this Litigation, file a stipulation of dismissal with prejudice for all Plaintiffs who do not timely withdraw from this Litigation identifying whether the Plaintiff dismisses all claims raised in the Litigation or only those related to the Holiday Benefit, which dismissal of their respective released claims in this Litigation shall have no claim preclusion effect on any claims other than their respective released claims as specified in the parties' Agreement.

7. Without affecting the finality of this Order in any way, the Court retains continuing jurisdiction over this Action for the purpose of enforcing the settlement.

It is so ORDERED.



WAVERLY D. CRENSHAW, JR.
CHIEF UNITED STATES DISTRICT JUDGE